

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 14<sup>th</sup> day of March, 2014, by and between **ALLEN E. GRIMES, JR.** and **NANCY H. GRIMES**, husband and wife, 697 Delong Road, Lexington, Kentucky 40515 ("Grantors"), which is also the in-care of tax mailing address for the current tax year, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee");

**WITNESSETH:**

That for and in consideration of the sum of **THREE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$3,500.00)**, the mutual covenants hereinafter made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the permanent right to lay, construct, operate, repair, reconstruct and remove sanitary sewer improvements and appurtenances thereto, which sanitary sewer improvements and appurtenances shall be of such dimension, character, construction and use determined by Grantee, along, through, under and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows:

**Permanent Force Main Easement**  
**(A Portion of 697 Delong Road)**  
**Blue Sky Force Main**  
**Sanitary Sewer Improvement Project**

Described on Exhibit A attached hereto and incorporated herein by reference.

**FURTHER**, for and in consideration of the foregoing sum, the receipt and sufficiency of which is hereby acknowledged, Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the temporary right to excavate, grade, construct alter, regrade and perform related work for the purpose of sanitary sewer construction, repair, installation and

Mail to: L.F.U.C.G.  
 Dept. of Law  
 200 E. Main St.  
 Lex., KY 40507

(CF)

relocation through and across the following tract of land located within the confines of Lexington-Fayette County, Kentucky, to-wit:

**Temporary Construction Easement-CE1**  
**(A Portion of 697 Delong Road)**  
**Blue Sky Force Main**  
**Sanitary Sewer Improvement Project**

All temporary construction easements, if any, are described on Exhibit B attached hereto and incorporated herein by reference.

**Temporary Construction Easement-CE2**  
**(A Portion of 697 Delong Road)**  
**Blue Sky Force Main**  
**Sanitary Sewer Improvement Project**

All temporary construction easements, if any, are described on Exhibit C attached hereto and incorporated herein by reference.

**TO HAVE AND TO HOLD** the above-described easement together with all rights, privileges, appurtenances and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

The above-described temporary construction easements will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors do hereby covenant to and with said Grantee, its successors and assigns forever, that, they are lawfully seized in fee simple of said property and have good right to sell and convey the easements conveyed herein, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution No, 408-2013 passed by the Lexington-Fayette Urban County Council on July 9, 2013. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

**IT IS FURTHER UNDERSTOOD AND AGREED** by the Grantors and the Grantee as follows:

1. The Grantee, its successors and assigns shall indemnify and hold harmless the Grantors, their heirs and assigns, from any and all claims, damages, losses, demands, or expenses, including reasonable attorneys' fees, arising out of the activities of the Grantee or its authorized agents, employees or contractors resulting from the use and occupancy of this Easement, provided such damages or injuries are caused by the actions of the Grantee or its agents, employees or contractors. Nothing contained herein is intended to act as, nor shall it be, a waiver of any defense, including that of sovereign immunity, that the Grantee may have available to it as to any third party.

2. That the Grantee, its agents, or its contractors shall bury all sanitary sewer lines under the permanent easement to sufficient depth so as not to interfere with the cultivation of the soil and shall design, construct, and maintain the sanitary sewer improvements as to give minimum interference with the normal use of the surface of the land, insofar as is reasonably possible.

3. That the Grantee, its agents, or its contractors shall take reasonable measures to compact the backfill to prevent subsidence of the land under which the sanitary sewer improvements are laid.

4. That the Grantee, whenever it becomes necessary for it, its agents, or its contractors, to cross a fence, shall restore the fence as promptly as possible to as good condition as it was prior to crossing.

5. That the Grantee, its agents, or its contractors shall, at the conclusion of any work done as herein provided, cause to be removed from the Grantors' property all surplus dirt, debris, and other materials placed thereon by the Grantee, its agents, or its contractors, and restore the property to its condition immediately prior to the undertaking of such work.

6. That the Grantors shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with the Grantee's free use of the permanent easement herein granted and

provided further that no building or structure shall be erected upon, across, over, or through said permanent easement without the prior written consent of the Grantee.

**IN TESTIMONY WHEREOF**, the parties have signed this Easement, the day and year first above written.

GRANTORS:

Allen E. Grimes Jr.  
ALLEN E. GRIMES, JR.

Nancy H. Grimes  
NANCY H. GRIMES

GRANTEE:

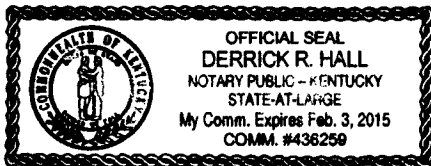
[Signature]  
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

By: Jim Gray

Its: Mayor

COMMONWEALTH OF KENTUCKY )  
 ) SS.  
COUNTY OF FAYETTE )

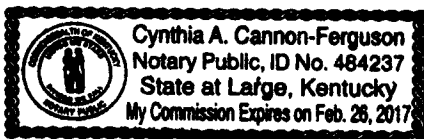
The foregoing Easement was subscribed, sworn to and acknowledged before me by ALLEN E. GRIMES, JR. and NANCY H. GRIMES, husband and wife, on this the 14 day of March, 2014.



[Signature]  
Notary Public, State at Large  
My commission expires: 2/3/15  
Notary ID No.: 436259

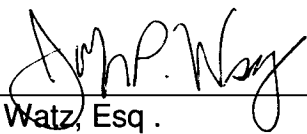
COMMONWEALTH OF KENTUCKY )  
 ) SS.  
COUNTY OF FAYETTE )

The foregoing Easement was subscribed, sworn to and acknowledged before me by Jim Gray, as Mayor on behalf of the Lexington-Fayette Urban County Government, on this the 14th day of March, 2014.



[Signature]  
Notary Public, State at Large  
My commission expires: 2/26/17  
Notary ID No.: 484237

PREPARED BY:

A handwritten signature in black ink, appearing to read "John P. Watz", written over a horizontal line.

John P. Watz, Esq .  
HENRY WATZ RAINE MARINO, PLLC  
401 West Main Street, Suite 316  
Lexington, Kentucky 40507

**EXHIBIT A**

**PERMANENT FORCE MAIN EASEMENT**

(a portion of 697 Delong Road)

Blue Sky Force Main

Sanitary Sewer Improvement Project

Beginning in the Grantors' east property line, S04°48'46"W, 505.57 feet from the Grantors' northeast property corner;

Thence, with said property line, S04°48'46"W, 15.13 feet;

Thence, leaving said property line, S87°23'21"W, 367.24 feet to the Grantors' west property line;

Thence, with said property line, N04°54'32"E, 15.13 feet;

Thence, leaving said property line, N87°23'21"E, 367.21 feet

to the Point of Beginning and containing 5,508 square feet, 0.126 acres.

Being a part of that property conveyed to Allen E. Grimes, Jr. and Nancy H. Grimes, husband and wife, by deed dated July 15, 2003 in Deed Book 2378, Page 255, in the Fayette County Clerk's Office.

**EXHIBIT B**

**TEMPORARY CONSTRUCTION EASEMENT CE-1**

(a portion of 697 DeLong Road)

Blue Sky Force Main

Sanitary Sewer Improvement Project

A fifteen foot wide Temporary Construction Easement south of and adjoining the Permanent Force Main Easement along its south side and described as follows:

Beginning at the southeast corner of the permanent force main easement in the Grantors' east property line;

Thence, with said property line, S04°48'46"W, 15.13 feet;

Thence, leaving said property line, S87°23'21"W, 367.27 feet to the Grantors' west property line;

Thence, with said property line, N04°54'32"E, 15.13 feet;

Thence, leaving said property line, N87°23'21"E, 367.24 feet to the Point of Beginning; and containing 5,509 square feet, 0.126 acres.

Being a part of that property conveyed to Allen E. Grimes, Jr. and Nancy H. Grimes, husband and wife, by deed dated July 15, 2003 in Deed Book 2378, Page 255, in the Fayette County Clerk's Office.

**EXHIBIT C**

**TEMPORARY CONSTRUCTION EASEMENT CE-2**

(a portion of 697 Delong Road)

Blue Sky Force Main

Sanitary Sewer Improvement Project

A variable width Temporary Construction Easement north of and adjoining the Permanent Force Main Easement along its north side and described as follows:

Beginning at the northeast corner of the permanent force main easement in the Grantor's east property line;

Thence, leaving said property line, S87°23'21"W, 367.21 feet to the Grantors' west property line;

Thence, with said west property line, N04°54'32"E, 15.13 feet;

Thence, leaving said property line; N87°23'21"E, 355.74 feet;

Thence, N05°09'20"E, 493.58 feet to the Grantors' north property line;

Thence, with said property line S74°01'28"E, 8.56 feet to the Grantors' northeast property corner;

Thence, with the Grantor's east property line, S04°48'46"W, 505.57 feet;

to the Point of Beginning and containing 10,366 square feet, 0.238 acres.

Being a part of that property conveyed to Allen E. Grimes, Jr. and Nancy H. Grimes, husband and wife, by deed dated July 15, 2003 in Deed Book 2378, Page 255, in the Fayette County Clerk's Office.



I, Donald W Blevins Jr, County Court Clerk  
of Fayette County, Kentucky, hereby  
certify that the foregoing instrument  
has been duly recorded in my office.



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By: DOUG BRADLEY ,dc

201403260091

March 26, 2014                      11:28:55    AM

Fees	\$32.00	Tax	\$0.00
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Total Paid	\$32.00
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9    Pages

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Lexington-Fayette Urban County Government  
DEPARTMENT OF LAW

Jim Gray  
Mayor

Janet M. Graham  
Commissioner

To: Meredith Nelson, Council Clerk  
Council Clerk's Office

From: Department of Law

Date: April 08, 2014

Re: Easements and Asset Acquisition Forms  
(300 Canebrake Drive; 5085, 5191, and 5301 Athens Boonesboro Road;  
647, and 697 Delong Road; 3720 Richmond Road; and 331, and 351 United  
Court )  
Log No. 13-RE0641

Enclosed are the original recorded easements conveying permanent easements across the above-referenced properties to the Urban County Government for the Blue Sky Force Main Sanitary Sewer Improvement Project. Please file the easements with the authorizing legislation, Resolution No. 408-2013.

Also enclosed are the completed Asset Acquisition forms for the properties. After you have signed and dated the forms, please forward them to Kim Bryan in the Department of Finance.

If you have any questions, please let me know.

Keith Horn  
Managing Attorney

Enclosures

cc: Kim Bryan, Department of Finance  
Beth Florence, Department of Finance

VariousProperties(Memo to Nelson)/00435368